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02/07/2025

**Motion for Sub of Counsel**

Motion to Withdraw and Substitution of Counsel; Electronic Filing Certificate of Service.

**Filed By:** CRISTIN JEANETTE MACK

**On Behalf Of:** SAINT LOUIS UNIVERSITY

**Motion for Extension of Time**

Unopposed Motion for Extension of Time for Defendants to Respond to Plaintiffs First Amended Petition; Electronic Filing Certificate of Service.

**Filed By:** CRISTIN JEANETTE MACK

**On Behalf Of:** SAINT LOUIS UNIVERSITY, STANDARD INSURANCE COMPANY

**Entry of Appearance Filed**

Entry of Appearance; Electronic Filing Certificate of Service.

**Filed By:** CRISTIN JEANETTE MACK

**On Behalf Of:** SAINT LOUIS UNIVERSITY, STANDARD INSURANCE COMPANY

01/28/2025

**Notice of Service**

25-SMCC-386; Electronic Filing Certificate of Service.

**Corporation Served**

Document ID - 25-SMCC-386; Served To - STANDARD INSURANCE COMPANY; Server - ; Served Date - 23-JAN-25; Served Time - 10:00:00; Service Type - Sheriff Department; Reason Description - Served

01/21/2025

**Alias Summons Issued**

Document ID: 25-SMCC-386, for STANDARD INSURANCE COMPANY.

01/15/2025

**Alias Summons Requested**

Proof of Service and Request for Alias Summons; Summons Issued 12.10.2024; Electronic Filing Certificate of Service.

**Filed By:** TED FRANK FRAPOLLI

**On Behalf Of:** THERESA THORNTON

12/10/2024

**Summons Issued-Circuit**

Document ID: 24-SMCC-16620, for STANDARD INSURANCE COMPANY.

12/09/2024

**Counterclaim\Petition Filed**

First Amended Petition and to Join Additional Party; Exhibit 1; Electronic Filing Certificate of Service.

**Filed By:** TED FRANK FRAPOLLI

**On Behalf Of:** THERESA THORNTON

**Hearing Held**

**Associated Entries: 11/26/2024 - Hearing Scheduled**

**Scheduled For:** 12/09/2024; 9:00 AM; JASON MARK SENGHEISER; Carnahan Courthouse

**Order**

Upon Plaintiff's Motion to File her First Amended Petition and to Join Additional Party, Court grants Plaintiff leave to file her amended Petition and to Join as an additional party Standard Insurance Company. Clerk is directed to issue a summons to standard insurance company to be served by Sheriff of St. Louis city, Mo to serve: ( see scan for full details) SO ORDERED JUDGE JASON M. SENGHEISER #55132

11/26/2024

**Hearing Scheduled**

**Associated Entries: 12/09/2024 - Hearing Held**

**Scheduled For:** 12/09/2024; 9:00 AM; JASON MARK SENGHEISER; Carnahan Courthouse

11/18/2024

**Entry of Appearance Filed**

Case 4:25-cv-00208-SEP Doc. # 12 Filed: 02/20/25 Page: 2 of 47 PageID #:

**Filed By:** DANIEL CHRISTIAN CARTER

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**On Behalf Of:** SAINT LOUIS UNIVERSITY**Motion for Extension of Time**

Consent Motion for Extension of Time; Electronic Filing Certificate of Service.

**Filed By:** NEAL FREDERICK PERRYMAN**On Behalf Of:** SAINT LOUIS UNIVERSITY**Entry of Appearance Filed**

Entry of Appearance; Electronic Filing Certificate of Service.

**Filed By:** NEAL FREDERICK PERRYMAN**On Behalf Of:** SAINT LOUIS UNIVERSITY**11/12/2024****Notice of Hearing Filed**

Notice of Hearing.

**Filed By:** TED FRANK FRAPOLLI**On Behalf Of:** THERESA THORNTON**Motion Filed**

Plaintiffs Motion to File First Amended Petition and to Join Additional Party; Exhibit 1.

**Filed By:** TED FRANK FRAPOLLI**On Behalf Of:** THERESA THORNTON**11/05/2024****Jury Trial Scheduled****Scheduled For:** 04/21/2025; 9:00 AM; CHRISTOPHER EDWARD MCGRAUGH; City of St. Louis**11/01/2024****Memorandum Filed**

Memorandum of Partial Dismissal without Prejudice.

**Filed By:** TED FRANK FRAPOLLI**On Behalf Of:** THERESA THORNTON**10/18/2024****Family Member/Roommate Served**

Document ID - 24-SMCC-15122; Served To - SAINT LOUIS UNIVERSITY; Server - ; Served Date - 17-OCT-24; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Served

**Notice of Service**

24-SMCC-151221; Electronic Filing Certificate of Service.

**10/02/2024****Summ Issd- Circ Pers Serv O/S**

Document ID: 24-SMOS-3980, for RELIANCE STANDARD LIFE INSURANCE COMPANY.

**Summons Issued-Circuit**

Document ID: 24-SMCC-15122, for SAINT LOUIS UNIVERSITY.

**Filing Info Sheet eFiling****Filed By:** TED FRANK FRAPOLLI**Pet Filed in Circuit Ct**

Petition; exhibit 1.

**Filed By:** TED FRANK FRAPOLLI**On Behalf Of:** THERESA THORNTON

IN THE CIRCUIT COURT OF CITY OF ST. LOUIS  
STATE OF MISSOURI

THERESA ANN THORNTON, )  
Plaintiff, )  
v. ) Case No. \_\_\_\_\_  
SAINT LOUIS UNIVERSITY, ) Division No. \_\_\_\_\_  
**Issue Summons to Sheriff for City of** )  
**St. Louis** )  
**To Serve:** ) **JURY TRIAL DEMANDED**  
221 N. Grand Boulevard )  
St. Louis, MO 63103-2097 )  
and )  
RELIANCE STANDARD LIFE )  
INSURANCE COMPANY, )  
**Issue Summons to Sheriff of Cook** )  
**County, Illinois** )  
**Serve At:** )  
1100 East Woodfield Road )  
Two Woodfield Lake, Suite 437 )  
Schaumburg, IL 60173 )  
Defendants. )

**PETITION – BREACH OF CONTRACT**

COMES NOW Plaintiff, Theresa Ann Thornton, by and through her undersigned attorney and for her claims against Defendant Saint Louis University (“SLU”) and Reliance Standard Life Insurance Company (“Reliance Insurance”) states as follows:

**General Allegations**

1. Plaintiff Theresa Ann Thornton is and all times relevant hereto a citizen and resident of the State of Missouri.

2. Defendant SLU is a private university located in the City of St. Louis, Missouri which acts by and through its agents, servants and employees.

3. Reliance Standard Life Insurance Company ("Reliance Insurance") is an Illinois insurance company in good standing authorized to do business in the State of Missouri.

4. During Plaintiff Theresa Ann Thornton's employment at SLU, she became eligible for and participated in a Group Long Term Disability Program ("Group Disability Program"). Group Policy No. LTD 109469 ("Policy").

5. Plaintiff Theresa Ann Thornton was an employee of SLU. As a benefit and result of Theresa Ann Thornton's employment with SLU and a consideration Plaintiff Theresa Ann Thornton was provided said Policy.

6. SLU was the policyholder of the Policy. (Exhibit 1 attached hereto and incorporated by reference as if fully set out herein).

7. The Group Disability Program provided, inter alia, the following protection to Theresa Ann Thornton:

- (a) Upon proof of Total Disability, the Defendants would be obligated to Plaintiff Theresa Ann Thornton and benefits would be paid as a result thereof;
- (b) Upon proof of Total Disability a monthly benefit would be paid by the Defendants. The Group Disability Program was administered by the terms of the Policy issued by Reliance Standard Life Insurance Company;
- (c) Any appeals or disputes would be resolved with Reliance Insurance.

8. Plaintiff Theresa Ann Thornton became totally disabled within the definition of

the Policy and commenced receiving monthly benefits.

9. As a result of the disability, Plaintiff informed Defendants and Defendants commenced paying the benefits under the Policy, acknowledging that Plaintiff had fully performed at the time all requirements of the Policy to be performed by Plaintiff.

10. In 2019, the benefit payments terminated without notice to Plaintiff Theresa Ann Thornton.

11. Plaintiff Theresa Ann Thornton has attempted, without success, to have her benefits reinstated without success.

12. That to Plaintiff's best knowledge and belief, Reliance Insurance for a valid consideration between Reliance Insurance and SLU were obligated to administer and make payments to Plaintiff Theresa Ann Thornton.

13. To Plaintiff Theresa Ann Thornton's best knowledge and belief, Plaintiff Theresa Ann Thornton performed all conditions precedent requirements of her as to the payment of benefits due under the Policy.

**Count I – Breach of Contract**  
**(Directed to Defendant Saint Louis University)**

COMES NOW Plaintiff and for Count I of her Petition – Breach of Contract against Defendant Saint Louis University states as follows:

14. Plaintiff incorporates paragraphs 1 through 13 of the Petition – Breach of Contract by reference as if fully set out herein.

15. The failure to continue the payments constitutes a breach of the controverted terms of the Policy.

16. As aforementioned, there was an agreement between Saint Louis University and

Plaintiff that in return for valuable services and labor provided, Saint Louis University would and did make Plaintiff eligible for and participated in the Group Disability Program/Policy.

17. Plaintiff's participation was due to valuable consideration and Plaintiff performed or at least substantially performed all of its obligations and conditions precedent.

18. As a result of said breach and failure to make payments, Theresa Ann Thornton sustained damages as a direct and proximate result thereof and sustained damages in excess of \$25,000.00.

WHEREFORE Plaintiff Theresa Ann Thornton prays for a judgment of this Court granting Plaintiffs' Petition – Breach of Contract against Defendant Saint Louis University in an amount in excess of \$25,000.00, for attorney's fees and expenses and for such other and further orders as the Court deems just and proper.

**Count II – Breach of Contract**  
**(Directed to Defendant Reliance Standard Life Insurance Company)**

COMES NOW Plaintiff and for Count II of her Petition – Breach of Contract against Defendant Reliance Standard Life Insurance Company states as follows:

19. Plaintiff incorporates paragraphs 1 through 18 of the Petition – Breach of Contract by reference as if fully set out herein.

20. That Reliance Standard Life Insurance Company ("Reliance Standard") as part of the Group Disability Program contracted with and agreed to administer payments under the Group Disability Program.

21. That there were mutual obligations arising under the agreement concerning said Group Disability Program in which Plaintiff had provided labor and services in return for coverage and Defendant Reliance Standard was to be paid for administering the Program and

thus there was valuable consideration.

22. That there was performance, or at least substantial performance, by Plaintiff as to the contract and all conditions precedent were met.

23. As a result of said breach and failure to make payments, Theresa Ann Thornton sustained damages as a direct and proximate result thereof and sustained damages in excess of \$25,000.00.

WHEREFORE Plaintiff Theresa Ann Thornton prays for a judgment of this Court granting Plaintiffs' Petition – Breach of Contract against Defendant Reliance Standard Life Insurance Company in an amount in excess of \$25,000.00, for attorney's fees and expenses and for such other and further orders as the Court deems just and proper.

LAW OFFICES OF TED F. FRAPOLLI

By:/s/ Ted Frapolli

Ted F. Frapolli, #26873  
2458 Old Dorsett Road, Suite 230  
St. Louis, MO 63043  
314.542.8111 – Telephone  
314.770.9330 – Facsimile  
[ted@tffrapollilaw.com](mailto:ted@tffrapollilaw.com)  
Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true copy of the foregoing was filed via the court's electronic filing system this 2<sup>nd</sup> day of October, 2024.

Pursuant to Rule 55.03(a), Ted F. Frapolli certifies that he signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process.

/s/ Ted Frapolli  
Ted F. Frapolli



## IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: ELIZABETH BYRNE HOGAN	Case Number: 2422-CC11256	
Plaintiff/Petitioner: THERESA THORNTON	Plaintiff's/Petitioner's Attorney/Address TED FRANK FRAPOLLI 2458 OLD DORSETT STE 230 MARYLAND HEIGHTS, MO 63043	
vs.		
Defendant/Respondent: SAINT LOUIS UNIVERSITY	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Breach of Contract		(Date File Stamp)

**Summons in Civil Case**

The State of Missouri to: SAINT LOUIS UNIVERSITY

Alias:

221 NORTH GRAND BOULEVARD  
SAINT LOUIS, MO 63103**SHERIFF'S FEE PAID**

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

**October 2, 2024**

Date

Circuit Clerk

Further Information:

**Sheriff's or Server's Return**

**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- delivering a copy of the summons and petition to the defendant/respondent.  
 leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with \_\_\_\_\_, a person at least 18 years of age residing therein.  
 (for service on a corporation) delivering a copy of the summons and petition to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).  
 other: \_\_\_\_\_.

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

**Must be sworn before a notary public if not served by an authorized officer:**

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_

Date

Notary Public

**Sheriff's Fees, if applicable**

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	\$ _____
Supplemental Surcharge	\$ 10.00
Mileage	\$ _____ (_____ miles @ \$._____ per mile)
Total	\$ _____

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



## IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: ELIZABETH BYRNE HOGAN	Case Number: 2422-CC11256
Plaintiff/Petitioner: THERESA THORNTON  vs.	Plaintiff's/Petitioner's Attorney/Address: TED FRANK FRAPOLLI 2458 OLD DORSETT STE 230 MARYLAND HEIGHTS, MO 63043
Defendant/Respondent: SAINT LOUIS UNIVERSITY	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101
Nature of Suit: CC Breach of Contract	
(Date File Stamp)	

**Summons for Personal Service Outside the State of Missouri  
(Except Attachment Action)**

The State of Missouri to: RELIANCE STANDARD LIFE INSURANCE COMPANY  
Alias:

1100 EAST WOODFIELD ROAD  
TWO WOODFIELD LAKE SUITE 437  
SCHAUMBURG, IL 60173

**COOK COUNTY, IL**



You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

**October 2, 2024**

Date

*Thomas Koeppinger*  
Clerk

Further Information:

**Officer's or Server's Affidavit of Service**

I certify that:

1. I am authorized to serve process in civil actions within the state or territory where the above summons was served.
2. My official title is \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_ (state).
3. I have served the above Summons by: (check one)
  - delivering a copy of the summons and petition to the defendant/respondent.
  - leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with \_\_\_\_\_, a person at least 18 years of age residing therein.
  - (for service on a corporation) delivering a copy of the summons and petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).
  - other: \_\_\_\_\_.

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ County, \_\_\_\_\_ (state), on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

**Subscribed and sworn to before me this \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year).**

I am: (check one)  the clerk of the court of which affiant is an officer.

the judge of the court of which affiant is an officer.

authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)

authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

**Service Fees**

Summons	\$ _____
Non Est	\$ _____
Mileage	\$ _____ ( _____ miles @ \$ _____ per mile)
<b>Total</b>	\$ _____

See the following page for directions to officer making return on service of summons.

### **Directions to Officer Making Return on Service of Summons**

A copy of the summons and petition must be served on each defendant/respondent. If any defendant/respondent refuses to receive the copy of the summons and petition when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and petition and the defendant's/respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and petition personally to the individual or by leaving a copy of the summons and petition at the individual's dwelling house or usual place of abode with some person at least 18 years of age residing therein, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and petition to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and petition to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.



## IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: ELIZABETH BYRNE HOGAN	Case Number: 2422-CC11256
Plaintiff/Petitioner: THERESA THORNTON	Plaintiff's/Petitioner's Attorney/Address TED FRANK FRAPOLLI 2458 OLD DORSETT STE 230 MARYLAND HEIGHTS, MO 63043
vs.	
Defendant/Respondent: SAINT LOUIS UNIVERSITY	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101
Nature of Suit: CC Breach of Contract	(Date File Stamp)

## Summons in Civil Case

The State of Missouri to: SAINT LOUIS UNIVERSITY

Alias:

221 NORTH GRAND BOULEVARD  
SAINT LOUIS, MO 63103

SHERIFF'S FEE PAID



You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

October 2, 2024

Date

Circuit Clerk

Further Information:

## Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- delivering a copy of the summons and petition to the defendant/respondent.  
 leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with WF Donnell Wee 45, a person at least 18 years of age residing therein.  
 (for service on a corporation) delivering a copy of the summons and petition to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).  
 other: \_\_\_\_\_

Served at 221 north Grand (address)  
in St Louis (County/City of St. Louis), MO, on 10-17-24 (date) at 8:30 (time).

N. FRAPOLI

Printed Name of Sheriff or Server

A. Frac

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_

Date

Notary Public

## Sheriff's Fees, if applicable

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	\$ _____
Supplemental Surcharge	\$ <u>10.00</u>
Mileage	\$ _____ ( _____ miles @ \$._____ per mile)
Total	\$ _____

A copy of the summons and petition must be served on each defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE CIRCUIT COURT OF CITY OF ST. LOUIS  
STATE OF MISSOURI

THERESA ANN THORNTON, )  
Plaintiff, )  
v. ) Case No. 2422-CC11256  
SAINT LOUIS UNIVERSITY, ) Division No. 1  
and ) **JURY TRIAL DEMANDED**  
RELIANCE STANDARD LIFE )  
INSURANCE COMPANY, )  
Defendants. )

**PLAINTIFF'S MOTION TO FILE FIRST AMENDED  
PETITION AND TO JOIN ADDITIONAL PARTY**

COMES NOW Plaintiff, Theresa Ann Thornton, by and through her undersigned attorney, and for her Motion to File First Amended Petition and to Join Additional Party, states as follows:

1. Plaintiff, at this time, has not been able to serve Reliance Standard Life Insurance Company.
2. Upon additional information, it appears that an additional party needs to be added, to wit: Standard Insurance Company.
3. Missouri Supreme Court Rule 55.33(a) governs the amendment of pleadings and states that, "leave shall be freely given when justice so requires."
4. Pursuant to Missouri Supreme Court Rule 52.04(a):

A person shall be joined in the action if:
  - (1) In the person's absence complete relief cannot be accorded among those already parties, or

- (2) The person claims an interest relating to the subject of the action and is so situated that the disposition of the action in the person's absence may:
- (i) As a practical matter impair or impede the person's ability to protect that interest or
  - (ii) Leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of the claimed interest. If the person has not been joined, the court shall order that the person be made a party...."

5. Factors to be considered in deciding whether to allow a party to amend pleadings include:

- (a) Hardship to the moving party if no leave to amend is not granted;
- (b) Reasons for failure to include any new matter in the previous pleadings;
- (c) Timeliness of the application;
- (d) Whether or not the amendment could cure any defects of the moving party's pleadings; and
- (e) Injustice to the party opposing the motion.

See, *Zubres Radiology v. Providers Ins. Consultants*, 276 S.W.3d 335, 341-42 (Mo. App. 2009).

6. That the addition of proposed Defendant, Standard Insurance Company, is necessary for a full and complete adjudication of the causes of action set out in Plaintiff's proposed First Amended Petition.

7. Defendant, Saint Louis University, would not suffer hardship if leave is granted to

file Plaintiff's First Amended Petition and To Join Additional Party.

8. This Motion is not made for any improper purpose, but instead to clarify the allegations and issues involving Plaintiff's claims.

9. Plaintiff attaches its proposed First Amended Petition against Defendants. (*Exhibit I*).

WHEREFORE, Plaintiff, Theresa Ann Thornton, respectfully request this Court grant her Motion to File its First Amended Petition and to Join Additional Party, Standard Insurance, with summons to be issued by the St. Louis County Circuit Clerk, and for such other orders as the Court deems just and proper.

LAW OFFICES OF TED F. FRAPOLLI

By: /s/ Ted F. Frapolli  
Ted F. Frapolli, #26873  
2458 Old Dorsett Road, Suite 230  
St. Louis, MO 63043  
314.542.8111 – Telephone  
314.770.9330 – Facsimile  
[ted@tffrapollilaw.com](mailto:ted@tffrapollilaw.com)  
**Attorney for Plaintiff**

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true copy of the foregoing was filed via the court's electronic filing system this 12<sup>th</sup> day of November, 2024.

The undersigned certifies that a true copy of the foregoing was mailed via U.S. First-Class Mail, this 12<sup>th</sup> day of November, 2024, upon:

Saint Louis University  
221 N. Grand Boulevard  
St. Louis, MO 63103-2097

Pursuant to Rule 55.03(a), Ted F. Frapolli certifies that he signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process.

\_\_\_\_\_  
/s/ Ted F. Frapolli  
Ted F. Frapolli

IN THE CIRCUIT COURT OF CITY OF ST. LOUIS  
STATE OF MISSOURI

THERESA ANN THORNTON, )  
Plaintiff, )  
v. ) Case No. 2422-CC11256  
SAINT LOUIS UNIVERSITY, )  
and ) JURY TRIAL DEMANDED  
RELIANCE STANDARD LIFE )  
INSURANCE COMPANY, )  
Defendants. )

**MEMORANDUM OF PARTIAL DISMISSAL WITHOUT PREJUDICE**

COMES NOW Plaintiff, Theresa Ann Thornton, by and through her undersigned attorney, and hereby dismisses its cause of action against Defendant, Reliance Standard Life Insurance Company, only, at Plaintiff's cost. This action remains pending as to all other parties, specifically, Saint Louis University.

LAW OFFICES OF TED F. FRAPOLLI

By: /s/ Ted F. Frapolli  
Ted F. Frapolli, #26873  
2458 Old Dorsett Road, Suite 230  
St. Louis, MO 63043  
(314) 542-8111 – Telephone  
(314) 770-9330 – Facsimile  
[ted@tffrapolllaw.com](mailto:ted@tffrapolllaw.com)  
Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true copy of the foregoing was filed via the Court's electronic filing system this 1<sup>st</sup> day of November, 2024.

Pursuant to Rule 55.03(a), Ted F. Frapolli certifies that he signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process.

/s/ Ted F. Frapolli

Ted F. Frapolli

cc: Eileen Brunner via email – [Eileen.Brunner@rsli.com](mailto:Eileen.Brunner@rsli.com)

IN THE CIRCUIT COURT OF CITY OF ST. LOUIS  
STATE OF MISSOURI

THERESA ANN THORNTON, )  
Plaintiff, )  
v. ) Case No. 2422-CC11256  
SAINT LOUIS UNIVERSITY, ) Division No. 18  
and ) **JURY TRIAL DEMANDED**  
RELIANCE STANDARD LIFE )  
INSURANCE COMPANY, )  
Defendants. )

**NOTICE OF HEARING**

PLEASE TAKE NOTICE that Plaintiff, Theresa Ann Thornton, will call up for hearing her Motion to File First Amended Petition and to Join Additional Party on the 9<sup>th</sup> day of December, 2024, in Division 18 of the St. Louis City Circuit Court, before the Honorable Jason Sengheiser, beginning at 9:00 a.m. or as soon thereafter as same can be heard in person.

LAW OFFICES OF TED F. FRAPOLLI

By: /s/ Ted F. Frapolli  
Ted F. Frapolli, #26873  
2458 Old Dorsett Road, Suite 230  
St. Louis, MO 63043  
314.542.8111 – Telephone  
314.770.9330 – Facsimile  
[ted@tffrapollilaw.com](mailto:ted@tffrapollilaw.com)  
**Attorney for Plaintiff**

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true copy of the foregoing was filed via the court's electronic filing system this 12<sup>th</sup> day of November, 2024.

The undersigned certifies that a true copy of the foregoing was mailed via U.S. First-Class Mail, this 12<sup>th</sup> day of November, 2024, upon:

Saint Louis University  
221 N. Grand Boulevard  
St. Louis, MO 63103-2097

Pursuant to Rule 55.03(a), Ted F. Frapolli certifies that he signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process.

/s/ Ted F. Frapolli  
Ted F. Frapolli

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
TWENTY-SECOND JUDICIAL CIRCUIT  
STATE OF MISSOURI**

THERESA THORNTON, )  
                          )  
Plaintiff,             ) Cause No: 2422-CC11256  
                          )  
v.                      )  
                          )  
SAINT LOUIS UNIVERSITY, )  
                          )  
Defendant.            )

**ENTRY OF APPEARANCE**

COMES NOW Neal F. Perryman of the law firm of Lewis Rice LLC and hereby  
enters his appearance as counsel of record on behalf of Defendant Saint Louis University.

Dated: November 18, 2024

Respectfully submitted,

**LEWIS RICE LLC**

By: /s/ Neal F. Perryman  
Neal F. Perryman, 43057  
600 Washington Avenue, Suite 2500  
St. Louis, Missouri 63101-1311  
314.444.7661 (direct)  
314.612.7661 (fax)  
[nperryman@lewisrice.com](mailto:nperryman@lewisrice.com)

*Attorneys for Defendant  
Saint Louis University*

**CERTIFICATE OF SERVICE AND**  
**CERTIFICATE OF COMPLIANCE WITH RULE 55.03(a)**

I hereby certify that a copy of the foregoing was served via this Court's ECF system and email on this 18th day of November 2024, on the parties listed below. In addition, the undersigned counsel certifies under Rule 55.03(a) of the Missouri Supreme Court Rules that he has signed the original of this Certificate and the foregoing pleading.

Ted Frapolli  
Law Offices of Ted F. Frapolli  
2458 Old Dorsett Road  
Suite 230  
St. Louis, MO 63043

*Attorneys for Plaintiff*  
*Theresa Thornton*

/s/ Neal F. Perryman

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
TWENTY-SECOND JUDICIAL CIRCUIT  
STATE OF MISSOURI**

THERESA THORNTON, )  
                          )  
Plaintiff,             ) Cause No: 2422-CC11256  
                          )  
v.                      )  
                          )  
SAINT LOUIS UNIVERSITY, )  
                          )  
Defendant.            )

**CONSENT MOTION FOR EXTENSION OF TIME**

COMES NOW Defendant Saint Louis University (the “University”), by and through its undersigned counsel, and hereby moves for an extension of time to respond to Plaintiff Theresa Thornton’s Petition. In support of its Motion, the University states as follows:

1.       The University’s present deadline to respond to Plaintiff’s petition is Monday, November 18, 2024. *See Mo. Sup. Ct. R. 55.25(a).*
2.       Plaintiff’s Petition presently asserts one claim for relief against the University relating to Plaintiff’s alleged long-term-disability benefits. Reliance Standard Life Insurance Company (“Reliance”) was also named as a Defendant, but Plaintiff has since dismissed her claim against Reliance.
3.       On November 12, 2024, Plaintiff filed a Motion to File First Amended Petition and to Join Additional Party, which has been noticed for a hearing to be held on December 9, 2024. The proposed First Amended Petition asserts a claim for relief against a new defendant, Standard Insurance Company (“Standard”).

4. The University requires additional time to investigate Plaintiff's claim. Further, extending the time within which the University must respond will prevent duplicative filing and reduce costs. *See Mo. Sup. Ct. R. 41.03.* Thus, good cause exists to grant additional time to respond to the Petition. *See Mo. Sup. Ct. R. 44.01(b).*

5. For these reasons, the University requests that the Court extend the time within which it must respond until sixty (60) days after the hearing on Plaintiff's Motion to File First Amended Petition and to Join Additional Party. The requested extension would make the University's answer or other responsive pleading due on February 7, 2025.

6. Counsel for Plaintiff consents to the relief requested in this Motion for Extension of Time.

7. No party will be prejudiced by the extension sought, and this request is not sought for any improper purpose.

WHEREFORE, Defendant Saint Louis University prays this Court enter an order granting this consent motion for extension of time and extending the time within which the University must respond to February 7, 2025.

Dated: November 18, 2024

Respectfully submitted,

**LEWIS RICE LLC**

By: /s/ Neal F. Perryman  
Neal F. Perryman, 43057  
Daniel C. Carter, 73657  
600 Washington Avenue, Suite 2500  
St. Louis, Missouri 63101-1311  
314.444.7661 (direct)  
314.612.7661 (fax)  
[nperryman@lewisrice.com](mailto:nperryman@lewisrice.com)  
[dcarter@lewisrice.com](mailto:dcarter@lewisrice.com)

*Attorneys for Defendant  
Saint Louis University*

**CERTIFICATE OF SERVICE AND**  
**CERTIFICATE OF COMPLIANCE WITH RULE 55.03(a)**

I hereby certify that a copy of the foregoing was served via this Court's ECF system and email on this 18th day of November 2024, on the parties listed below. In addition, the undersigned counsel certifies under Rule 55.03(a) of the Missouri Supreme Court Rules that he has signed the original of this Certificate and the foregoing pleading.

Ted Frapolli  
Law Offices of Ted F. Frapolli  
2458 Old Dorsett Road  
Suite 230  
St. Louis, MO 63043

*Attorneys for Plaintiff  
Theresa Thornton*

/s/ Neal F. Perryman

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
TWENTY-SECOND JUDICIAL CIRCUIT  
STATE OF MISSOURI**

THERESA THORNTON, )  
                          )  
Plaintiff,             ) Cause No: 2422-CC11256  
                          )  
v.                      )  
                          )  
SAINT LOUIS UNIVERSITY, )  
                          )  
Defendant.            )

**ENTRY OF APPEARANCE**

COMES NOW Daniel C. Carter of the law firm of Lewis Rice LLC and hereby enters his appearance as counsel of record on behalf of Defendant Saint Louis University.

Dated: November 18, 2024

Respectfully submitted,

**LEWIS RICE LLC**

By: /s/ Daniel C. Carter  
Daniel C. Carter, 73657  
600 Washington Avenue, Suite 2500  
St. Louis, Missouri 63101-1311  
314.444.7621 (direct)  
314.612.7621 (fax)  
[dcarter@lewisrice.com](mailto:dcarter@lewisrice.com)

*Attorneys for Defendant  
Saint Louis University*

**CERTIFICATE OF SERVICE AND**  
**CERTIFICATE OF COMPLIANCE WITH RULE 55.03(a)**

I hereby certify that a copy of the foregoing was served via this Court's ECF system and email on this 18th day of November 2024, on the parties listed below. In addition, the undersigned counsel certifies under Rule 55.03(a) of the Missouri Supreme Court Rules that he has signed the original of this Certificate and the foregoing pleading.

Ted Frapolli  
Law Offices of Ted F. Frapolli  
2458 Old Dorsett Road  
Suite 230  
St. Louis, MO 63043

*Attorneys for Plaintiff*  
*Theresa Thornton*

/s/ Daniel C. Carter

ENTERED

63

DEC 09 2024

## MJD MISSOURI CIRCUIT COURT

## TWENTY-SECOND JUDICIAL

(City of St. Louis)

~~FILED~~Theresa Ann Thornton

DEC - 9 2024

VS

Saint Louis University et al22ND JUDICIAL CIRCUIT  
CIRCUIT CLERK'S OFFICE  
BY DEPUTY

CASE NO. 2422-CC-1125G

DIVISION 18

December 9, 2024

ORDER/JUDGEMENT/MEMORANDUM

Upon Plaintiff's Motion to File her First Amended Petition and to Join Additional Party, Court grants Plaintiff leave to file her Amended Petition and to join as an additional party STANDARD Insurance Company.

Court is directed to issue a summons to Standard Insurance Company to be served by Sheriff of St. Louis County, MO to serve:

Registered Agent,

CT Corporation System

120 S. Central Ave

Clayton, Mo 63105

TED Farroli

Attala for PLAINTIFF

2458 Old Dorsett Rd Suite 230

St. Louis MO 63043

314-542-8111

Neal F. Pugh

Atty for SLU #43057

AS ORDERED

Dawn Denney

IN THE CIRCUIT COURT OF CITY OF ST. LOUIS  
STATE OF MISSOURI

THERESA ANN THORNTON, )  
Plaintiff, )  
v. ) Case No. 2422-CC11256  
SAINT LOUIS UNIVERSITY, ) Division No. 1  
and )  
STANDARD INSURANCE COMPANY, )  
**JURY TRIAL DEMANDED**  
Issue Summons to Sheriff of St. Louis )  
County, Missouri )  
Serve At: )  
CT Corporation System )  
120 S. Central Avenue )  
Clayton, MO 63105 )  
Defendants. )

**FIRST AMENDED PETITION AND TO JOIN ADDITIONAL PARTY**

COMES NOW Plaintiff, Theresa Ann Thornton, by and through her undersigned attorney, and for her claims against Defendants, Saint Louis University (“SLU”) and Standard Insurance Company (“Standard Insurance”), states as follows:

**General Allegations**

1. Plaintiff, Theresa Ann Thornton, is and all times relevant hereto a citizen and resident of the State of Missouri.
2. Defendant SLU is a private university located in the City of St. Louis, Missouri which acts by and through its agents, servants and employees.
3. Standard Insurance Company (“Standard Insurance”) is an Oregon insurance

company in good standing authorized to do business in the State of Missouri.

4. During Plaintiff, Theresa Ann Thornton's, employment at SLU, she became eligible for and participated in a Group Long Term Disability Program ("Group Disability Program"). Group Policy No. LTD 109469 ("Policy").

5. Plaintiff, Theresa Ann Thornton, was an employee of SLU. As a benefit and result of Theresa Ann Thornton's employment with SLU and a consideration Plaintiff, Theresa Ann Thornton, was provided said Policy.

6. SLU was the policyholder of the Policy. (Exhibit 1 attached hereto and incorporated by reference as if fully set out herein).

7. The Group Disability Program provided, inter alia, the following protection to Theresa Ann Thornton:

- (a) Upon proof of Total Disability, the Defendants would be obligated to Plaintiff, Theresa Ann Thornton, and benefits would be paid as a result thereof;
- (b) Upon proof of Total Disability a monthly benefit would be paid by the Defendants. The Group Disability Program was administered by the terms of the Policy issued by Standard Insurance Company;
- (c) Any appeals or disputes would be resolved with Standard Insurance.

8. Plaintiff, Theresa Ann Thornton, became totally disabled within the definition of the Policy and commenced receiving monthly benefits.

9. As a result of the disability, Plaintiff informed Defendants and Defendants commenced paying the benefits under the Policy, acknowledging that Plaintiff had fully

performed at the time all requirements of the Policy to be performed by Plaintiff.

10. In 2019, the benefit payments terminated without notice to Plaintiff, Theresa Ann Thornton.

11. Plaintiff, Theresa Ann Thornton, has attempted, without success, to have her benefits reinstated without success.

12. That, to Plaintiff's best knowledge and belief, Standard Insurance for a valid consideration between Standard Insurance and SLU were obligated to administer and make payments to Plaintiff, Theresa Ann Thornton.

13. To Plaintiff, Theresa Ann Thornton's, best knowledge and belief, Plaintiff, Theresa Ann Thornton, performed all conditions precedent requirements of her as to the payment of benefits due under the Policy.

**Count I – Breach of Contract**  
**(Directed to Defendant, Saint Louis University)**

COMES NOW Plaintiff and for Count I of her Petition – Breach of Contract against Defendant, Saint Louis University, states as follows:

14. Plaintiff incorporates paragraphs 1 through 13 of the Petition – Breach of Contract by reference as if fully set out herein.

15. The failure to continue the payments constitutes a breach of the controverted terms of the Policy.

16. As aforementioned, there was an agreement between Saint Louis University and Plaintiff that in return for valuable services and labor provided, Saint Louis University would and did make Plaintiff eligible for and participated in the Group Disability Program/Policy.

17. Plaintiff's participation was due to valuable consideration and Plaintiff performed

or at least substantially performed all of its obligations and conditions precedent.

18. As a result of said breach and failure to make payments, Theresa Ann Thornton sustained damages as a direct and proximate result thereof and sustained damages in excess of \$25,000.00.

WHEREFORE Plaintiff, Theresa Ann Thornton, prays for a judgment of this Court, granting Plaintiff's Petition – Breach of Contract against Defendant, Saint Louis University, in an amount in excess of \$25,000.00, for attorney's fees and expenses, and for such other and further orders as the Court deems just and proper.

**Count II – Breach of Contract**  
**(Directed to Defendant, Standard Insurance Company)**

COMES NOW Plaintiff and for Count II of her Petition – Breach of Contract against Defendant, Standard Insurance Company, states as follows:

19. Plaintiff incorporates paragraphs 1 through 18 of the Petition – Breach of Contract by reference as if fully set out herein.

20. That Standard Insurance Company ("Standard Insurance") as part of the Group Disability Program contracted with and agreed to administer payments under the Group Disability Program.

21. That there were mutual obligations arising under the agreement concerning said Group Disability Program in which Plaintiff had provided labor and services in return for coverage and Defendant, Standard Insurance, was to be paid for administering the Program and thus there was valuable consideration.

22. That there was performance, or at least substantial performance, by Plaintiff as to the contract and all conditions precedent were met.

23. As a result of said breach and failure to make payments, Theresa Ann Thornton sustained damages as a direct and proximate result thereof and sustained damages in excess of \$25,000.00.

WHEREFORE Plaintiff, Theresa Ann Thornton, prays for a judgment of this Court, granting Plaintiff's Petition – Breach of Contract against Defendant, Standard Insurance Company, in an amount in excess of \$25,000.00, for attorney's fees and expenses, and for such other and further orders as the Court deems just and proper.

LAW OFFICES OF TED F. FRAPOLLI

By: /s/ Ted F. Frapolli  
Ted F. Frapolli, #26873  
2458 Old Dorsett Road, Suite 230  
St. Louis, MO 63043  
314.542.8111 – Telephone  
314.770.9330 – Facsimile  
[ted@tffrapollilaw.com](mailto:ted@tffrapollilaw.com)  
Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true copy of the foregoing was filed via the court's electronic filing system this 9<sup>th</sup> day of December, 2024.

The undersigned certifies that a true copy of the foregoing was mailed via U.S. First-Class Mail, upon:

Saint Louis University  
221 N. Grand Boulevard  
St. Louis, MO 63103-2097

Pursuant to Rule 55.03(a), Ted F. Frapolli certifies that he signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process.

/s/ Ted F. Frapolli  
Ted F. Frapolli



# Summons in Civil Case

IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: ELIZABETH BYRNE HOGAN	<b>Case Number:</b> 2422-CC11256
Plaintiff/Petitioner: THERESA THORNTON	Plaintiff's/Petitioner's Attorney/Address TED FRANK FRAPOLLI 2458 OLD DORSETT STE 230 MARYLAND HEIGHTS, MO 63043
vs. Defendant/Respondent: SAINT LOUIS UNIVERSITY	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101
Nature of Suit: CC Breach of Contract	(Date File Stamp for Return)
<b>The State of Missouri to:</b> STANDARD INSURANCE COMPANY <b>Alias:</b> CT CORPORATION SYSTEM 120 S CENTRAL AVENUE CLAYTON, MO 63105	<b>ST LOUIS COUNTY SHERIFF</b>

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

### COURT SEAL OF



**CITY OF ST LOUIS**

December 10, 2024

Date

*Thomas J. Hogan*

Clerk

**Further Information:**

### Officer's or Server's Return

**Note to serving officer:** Service should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- delivering a copy of the summons and petition to the defendant/respondent.
- leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with \_\_\_\_\_, a person at least 18 years of age residing therein.
- (for service on a corporation) delivering a copy of the summons and petition to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

other: \_\_\_\_\_.

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date)  
at \_\_\_\_\_ (time).

---

Printed Name of Officer or Server

---

Signature of Officer or Server

**Must be sworn before a notary public if not served by an authorized officer.**  
Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_ Date \_\_\_\_\_ Notary Public

### Service Fees (if applicable)

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	\$ _____
Supplemental Surcharge	\$ _____ 10.00
Mileage	\$ _____ ( _____ miles @ \$._____ per mile)
<b>Total</b>	\$ _____

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE CIRCUIT COURT OF CITY OF ST. LOUIS  
STATE OF MISSOURI

THERESA ANN THORNTON, )  
Plaintiff, )  
v. ) Case No. 2422-CC11256  
SAINT LOUIS UNIVERSITY, ) Division 1  
and ) **JURY TRIAL DEMANDED**  
STANDARD INSURANCE COMPANY, )  
Defendants. )

**PROOF OF SERVICE AND REQUEST FOR ALIAS SUMMONS**

COMES NOW Plaintiff, THERESA ANN THORNTON, by and through her undersigned counsel, and hereby advises this Honorable Court that the previous Summons issued on December 10, 2024, to Defendant, STANDARD INSURANCE COMPANY, has failed civil process. Plaintiff hereby returns the Summons previously issued as Non-Est.

Plaintiff further requests this Honorable Court issue an Alias Summons for Defendant Standard Insurance Company, to be served to its Registered Agent, located at CT Corporation System, 120 S. Central Avenue, Clayton, Missouri 63105. Summons to be served by the St. Louis County Sheriff's Office.

LAW OFFICES OF TED F. FRAPOLLI

By: /s/ Ted F. Frapolli

Ted F. Frapolli, #26873  
2458 Old Dorsett Road, Suite 230  
St. Louis, MO 63043  
(314) 542-8111 – Telephone  
(314) 770-9330 – Facsimile  
[ted@tffrapolllaw.com](mailto:ted@tffrapolllaw.com)

Attorney for Plaintiff

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true copy of the foregoing was filed via the Court's electronic filing system this 15th day of January, 2025, upon:

Daniel C. Carter, #73657  
Neal F. Perryman, #43057  
LEWIS RICE, LLC  
600 Washington Avenue, Suite 2500  
St. Louis, MO 63101  
[dcarter@lewisrice.com](mailto:dcarter@lewisrice.com)  
[nperryman@lewisrice.com](mailto:nperryman@lewisrice.com)  
**Attorneys for Defendant,  
Saint Louis University**

Pursuant to Rule 55.03(a), Ted F. Frapolli certifies that he signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process.

/s/ Ted F. Frapolli

Ted F. Frapolli



# Summons in Civil Case

IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: <b>CHRISTOPHER EDWARD MCGRAUGH</b>	<b>Case Number: 2422-CC11256</b>
Plaintiff/Petitioner: <b>THERESA THORNTON</b>  vs.	Plaintiff's/Petitioner's Attorney/Address <b>TED FRANK FRAPOLLI 2458 OLD DORSETT STE 230 MARYLAND HEIGHTS, MO 63043</b>
Defendant/Respondent: <b>SAINT LOUIS UNIVERSITY</b>	Court Address: <b>CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101</b>
Nature of Suit: <b>CC Breach of Contract</b>	(Date File Stamp for Return)
<b>The State of Missouri to: STANDARD INSURANCE COMPANY</b> <b>Alias:</b> <b>CT CORPORATION SYSTEM 120 S CENTRAL AVENUE CLAYTON, MO 63105</b>	
<span style="border: 1px solid black; padding: 2px;"><b>ST LOUIS COUNTY SHERIFF</b></span>	

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

### COURT SEAL OF



**CITY OF ST LOUIS**

January 21, 2025

Date

Thomas J. O'Boyle

Clerk

### Further Information:

Case Number: 2422-CC11256

### Officer's or Server's Return

**Note to serving officer:** Service should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- delivering a copy of the summons and petition to the defendant/respondent.
- leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with \_\_\_\_\_, a person at least 18 years of age residing therein.
- (for service on a corporation) delivering a copy of the summons and petition to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

other: \_\_\_\_\_.

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date)  
at \_\_\_\_\_ (time).

---

Printed Name of Officer or Server

---

Signature of Officer or Server

**Must be sworn before a notary public if not served by an authorized officer.**  
Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_ Date \_\_\_\_\_ Notary Public

### Service Fees (if applicable)

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	\$ _____
Supplemental Surcharge	\$ _____ 10.00
Mileage	\$ _____ ( _____ miles @ \$._____ per mile)
<b>Total</b>	\$ _____

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



## Summons in Civil Case

IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

SB  
2-20

Judge or Division: <b>CHRISTOPHER EDWARD MCGRAUGH</b>	Case Number: <b>2422-CC11256</b>
Plaintiff/Petitioner: <b>THERESA THORNTON</b>	Plaintiff's/Petitioner's Attorney/Address <b>TED FRANK FRAPOLLI 2458 OLD DORSETT STE 230 MARYLAND HEIGHTS, MO 63043</b>
Defendant/Respondent: <b>SAINT LOUIS UNIVERSITY</b>	Court Address: <b>CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101</b>
Nature of Suit: <b>CC Breach of Contract</b>	(Date File Stamp for Return)
<p><b>The State of Missouri to:</b> <b>STANDARD INSURANCE COMPANY</b> <b>Alias:</b> <b>5661 TELEGRAPH 4B St. Louis, mo 63129</b></p> <p><b>ST LOUIS COUNTY SHERIFF</b></p> <p><i>30 days</i></p>	

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

**COURT SEAL OF**



**CITY OF ST LOUIS**

**January 21, 2025**

Date

*Thomas J. Lally*

Clerk

2025 JAN 21 PM 2:27

ST. LOUIS COUNTY  
SHERIFF'S OFFICE

**RECEIVED**

*25-SMCC-1028*

*25-2028*

Case Number: 2422-CC11256

**Officer's or Server's Return**

**Note to serving officer:** Service should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

- delivering a copy of the summons and petition to the defendant/respondent.
- leaving a copy of the summons and petition at the dwelling house or usual place of abode of the defendant/respondent with \_\_\_\_\_, a person at least 18 years of age residing therein.
- (for service on a corporation) delivering a copy of the summons and petition to:  
D. SCHRADER (name) INTAKE SPECIALIST (title).
- other: CT CORPORATION

Served at St. Louis (address)  
in St. Louis (County/City of St. Louis), MO, on 01/23/25 (date)  
at 10:00 (time).

Printed Name of Officer or Server

  
Signature of Officer or Server

**Must be sworn before a notary public if not served by an authorized officer.**  
Subscribed and sworn to before me on \_\_\_\_\_ (date).

(Seal)

My commission expires: \_\_\_\_\_

Date

Notary Public

**Service Fees (if applicable)**

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	\$ _____
Supplemental Surcharge	\$ <u>10.00</u>
Mileage	\$ _____ (_____ miles @ \$._____ per mile)
<b>Total</b>	\$ _____

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

**IN THE CIRCUIT COURT OF ST. LOUIS CITY  
STATE OF MISSOURI**

THERESA THORNTON, )  
PLAINTIFF, )  
V. ) Case 2422-CC11256  
SAINT LOUIS UNIVERSITY )  
and )  
STANDARD INSURANCE COMPANY )  
DEFENDANTS. )

**UNOPPOSED MOTION FOR EXTENSION OF TIME FOR DEFENDANTS TO  
RESPOND TO PLAINTIFF'S FIRST AMENDED PETITION**

Defendants Saint Louis University and Standard Insurance Company (collectively “Defendants”), through their undersigned counsel, respectfully request additional time, up to and including **March 14, 2025**, within which to answer, respond, or otherwise plead in response to Plaintiff’s First Amended Petition and to Join an Additional Party (“Amended Petition”). In support of this request, Defendants state as follows:

1. On December 9, 2024, this Court granted Plaintiff’s Motion to File an Amended Petition. By Order of the same day, this Court allowed Defendant Saint Louis University and extension of time, through and including February 7, 2025, to respond to the Amended Petition.
2. The Amended Petition includes an additional party, Standard Insurance Company (“Standard”), which was served on January 23, 2025. Standard’s response to the Amended Petition is presently due on February 24, 2025.
3. Standard’s counsel was recently retained and requires additional time to investigate Plaintiff’s allegations and prepare a response. In addition, Standard’s counsel will also be assuming representation of Saint Louis University and requires additional time to transition the defense.

4. This motion is brought in good faith, is not for the purpose of delay, and will not prejudice any parties. Rather, the extension may allow more streamlined responsive pleadings.

5. Plaintiff's attorney was consulted regarding this request for additional time and has no objection to this extension.

WHEREFORE Defendants Saint Louis University and Standard Insurance Company pray that this Court grant their requests for additional time to file their responsive pleading, up to and **March 14, 2025**, and for such other relief as this Court deems just and proper.

Respectfully submitted:

**OGLETREE, DEAKINS, NASH, SMOAK  
& STEWART, P.C.,**

By:/s/ *Cristin J. Mack*  
Cristin J. Mack, MO #61270  
7700 Bonhomme Avenue, Suite 600  
St. Louis, Missouri 63105  
Telephone: 314-802-3943  
[cristin.mack@ogletree.com](mailto:cristin.mack@ogletree.com)  
**Attorneys for Defendants**

**CERTIFICATE OF SERVICE**

I hereby certify that I electronically filed the foregoing with the Court on this 7th day of February, 2025, and a copy was served on Plaintiff by electronic mail.

Ted Frapoli  
2450 Old Dorsett Road, Suite 230  
St. Louis, MO 63043  
[ted@tfffrapolilaw.com](mailto:ted@tfffrapolilaw.com)

Neal F. Perryman  
Daniel C. Carter  
600 Washington Avenue  
Suite 2500  
St. Louis, MO 63101  
Telephone: (314) 444-7661  
[nperryman@lewisrice.com](mailto:nperryman@lewisrice.com)

By: /s/ Cristin J. Mack  
Attorney for Defendants

IN THE CIRCUIT COURT OF ST. LOUIS CITY  
STATE OF MISSOURI

THERESA THORNTON, )  
PLAINTIFF, )  
V. ) Case 2422-CC11256  
SAINT LOUIS UNIVERSITY )  
and )  
STANDARD INSURANCE COMPANY )  
DEFENDANTS. )

**ENTRY OF APPEARANCE**

Cristin J. Mack, of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., hereby enters her appearance on behalf of Defendants Saint Louis University and Standard Insurance Company.

**OGLETREE, DEAKINS, NASH, SMOAK  
& STEWART, P.C.,**

By:/s/ Cristin J. Mack  
Cristin J. Mack, MO #61270  
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Telephone: 314-802-3943  
[cristin.mack@ogletree.com](mailto:cristin.mack@ogletree.com)  
Attorneys for Defendants

**CERTIFICATE OF SERVICE**

I hereby certify that I electronically filed the foregoing with the Court on this 7th day of February, 2025, and a copy was served on Plaintiff by electronic mail.

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St. Louis, MO 63043  
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By: /s/ Cristin J. Mack  
Attorney for Defendants

IN THE CIRCUIT COURT OF ST. LOUIS CITY  
STATE OF MISSOURI

THERESA THORNTON, )  
PLAINTIFF, )  
V. ) Case 2422-CC11256  
SAINT LOUIS UNIVERSITY )  
and )  
STANDARD INSURANCE COMPANY )  
DEFENDANTS. )

**MOTION TO WITHDRAW AND SUBSTITUTION OF COUNSEL  
FOR DEFENDANT SAINT LOUIS UNIVERSITY**

Defendant Saint Louis University (“SLU”), by and through undersigned counsel, respectfully requests this Court enter an Order substituting its counsel. SLU requests that Cristin J. Mack of OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C., be substituted for its current counsel, Neal F. Perryman and Daniel C. Carter of LEWIS RICE, LLC. SLU also requests that the Court permit the withdrawal of Neal F. Perryman and Daniel C. Carter as its counsel of record following the substitution.

Respectfully submitted:

**LEWIS RICE, LLC**

By: /s/ Neal F. Perryman (with consent)  
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**OGLETREE, DEAKINS, NASH, SMOAK  
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By: /s/ *Cristin J. Mack*  
\_\_\_\_\_  
Attorney for Defendants